formal or clerical errors in the entries of the clerk may be corrected by *nunc pro tunc* orders. *Knefel* v. *People* (1900) 187 Ill. 212, 58 N. E. 388. Omissions as to ordinary procedural matters may also be supplied, to show, for instance, the return of an indictment, see *May* v. *People* (1879) 92 Ill. 343, the entry of a plea of not guilty, see *State* v. *Gibson* (1910) 67 W. Va. 548, 68 S. E. 295, the fact that judgment and sentence were duly rendered, *State* v. *Gordon* (1906) 196 Mo. 185, 95 S. W. 420, and that the accused waived a jury trial, and was committed to jail in default of paying a fine. See *In re McQuown* (1907) 19 Okla. 347, 91 Pac. 689. In the principal case, the clerk omitted to record interlocutory motions for a continuance, made by the accused. The matter omitted was purely procedural, and its insertion imposed no additional penalty on the petitioner. The court acted fully within its powers in ordering the correction to be made.

EVIDENCE—PRESUMPTION OF DEATH—UNEXPLAINED ABSENCE.—In a proceeding to assess a transfer tax on the estate of one A who died in 1915, it was found that his brother had disappeared in 1894 and could not be traced. *Held,* since there is a presumption that one who has not been heard of for seven years is dead at the end of that time, the brother will be presumed to have died before A. *In re Rowe* (Surr. Ct. 1918) 58 N. Y. L. J. 1961.

It is well settled that a presumption of death will arise after an unaccounted absence of seven years, 2 Chamberlayne, Evidence §§ 1093, 1094, but the decisions are conflicting as to the existence of any presumption of the time of death. A number of American jurisdictions hold, in accordance with several English cases, now overruled, that, as there is a presumption of life till rebutted by the presumption of death, death must be presumed to have occurred at the end of the seventh year. *Donovan* v. *Major* (1911) 253 Ill. 179, 97 N. E. 231; *Baker* v. *Fidelity Title & Trust Co.* (1913) 55 Pa. Super. Ct. 15; *In re Benham* (1868) L. R. 4 Eq. 416. Admittedly, however, it is most unlikely that death occurred at that time, and it would appear that a presumption of life must cease some time before a presumption of death arises. 9 Columbia Law Rev. 435; 3 Virginia Law Rev. 451. The sounder view, now held in England and in many American jurisdictions, is that the only presumption as to the time of death is that it occurred sometime during the seven year period. *In re Phelne's Trusts* (1870) 5 Ch. App. *139; *Davie* v. *Briggs* (1878) 97 U. S. 628; see *Spahr* v. *Mutual Life Ins. Co.* (1906) 98 Minn. 471, 108 N. W. 4. It was unnecessary for the court in the principal case to decide whether there was a presumption of death at a particular time within the first seven years of disappearance since the absentee disappeared more than seven years before the death of his brother, and the court carefully refrained from expressing any opinion on that point. It was soundly held, however, that the absentee would be presumed to be dead at the end of the seven years and, therefore, to have died before his brother A. *Matter of Benjamin* (1913) 155 App. Div. 233, 131 N. Y. Supp. 1091, *accord.*

INSURANCE—"ACCIDENT"—PROBABLE RESULT OF ORDINARY ACTS.—The deceased, insured against death or injury by "violent, external and accidental means", having a boil on his neck, rubbed it with his soiled hands to relieve an irritation, and thereby broke the scab, permitting germs of erysipelas to enter. The jury found that death resulted from

accidental means. *Held,* on appeal, there was no evidence sufficient to go to the jury that the insured's death resulted from accidental means. *Maryland Casualty Co.* v. *Spitz* (C. C. A. 1917) 246 Fed. 817.

The courts generally define an accident as an event which takes place without the foresight or expectation of the person acted upon or affected thereby. See *Railway, etc., Ass'n.* v. *Drummond* (1898) 56 Neb. 235, 76 N. W. 562. Mere negligence on the part of the insured which contributed to the accident will not defeat his right to recover. *Schneider* v. *Provident Life Ins. Co.* (1869) 24 Wis. 28. Even a policy exempting the insurer from liability when the injury is caused by a "voluntary exposure to unnecessary danger" will not bar a recovery unless the insured intentionally and consciously assumed the risk of an obvious danger. *Lehman* v. *Great Eastern Casualty Co.* (1896) 7 App. Div. 424, 39 N. Y. Supp. 912, aff'd. (1899) 158 N. Y. 689, 53 N. E. 1127. The courts, however, also hold that an effect which is the natural result of an act voluntarily undertaken is not accidental. *Feder* v. *Iowa State, etc., Ass'n* (1899) 107 Iowa 538, 78 N. W. 252. But, it seems that this doctrine should be limited to cases where the act and result are so intimately connected that one could not have voluntarily done the act without necessarily having intended the result. Whether the case at hand is correctly decided appears to depend on whether the breaking of the scab was an unexpected result to which the insured's negligence contributed, or whether it was the probable and ordinary effect of an act voluntarily undertaken. The court held that by scratching his neck the deceased must have intended the ordinary result of breaking the scab. However, it appears more reasonable to suppose that he merely intended to relieve the temporary irritation, and that in so doing he negligently broke the scab. This interpretation would throw the case into that class where the insured's negligence which contributed to an accident will not bar his right to recover. See *Schneider* v. *Provident Life Ins. Co., supra.* Whether or not we come to this conclusion the court was clearly wrong in holding that there was not sufficient evidence of an accident to go to the jury. See *United States Mut. Accident Ass'n.* v. *Barry* (1888) 131 U. S. 100, 9 Sup. Ct. 755. If we conclude that breaking the scab was an accident, death resulting from germs entering the wound must also be considered accidental. *Farner* v. *Massachusetts Mut. Accidental Ass'n.* (1907) 219 Pa. 71, 67 Atl. 927.

INSURANCE—FIRE—LOSS BY EXPLOSION ON NEIGHBORING PREMISES.—The plaintiff's barge was insured against loss by fire. A conflagration broke out on neighboring premises, where dynamite was stored, and the resulting explosion injured the barge. The policy contained no exception for loss by explosion. *Held,* the insurance company was liable for the loss. *Bird* v. *St. Paul Fire Insurance Co.* (App. Div. 1917) 167 N. Y. Supp. 707.

Loss caused by explosion, resulting from the sudden and rapid combustion of explosive substances, is covered by an insurance policy against fire, *German, etc., Ass'n.* v. *Conner,* (Ind. 1917) 115 N. E. 804; Richards, Insurance (3rd ed.) § 231, unless there is, as in the standard fire insurance policy, a clause exempting the insurer from liability for loss by explosion. But even under the standard policy, if the explosion, *i. e.,* the combustion of the explosive substance, is caused by a hostile fire on the insured premises, the insurance company is liable for the resulting loss, as the original hostile fire